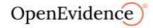
# Exhibit A



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## Xyla Inc. Network Terms of Use

#### Last Updated: November 21, 2024

These Terms of Use ("Terms") apply to your use of the websites, mobile applications and other resources provided by Xyla Inc., a Delaware Company, d/b/a OpenEvidence (hereinafter the "Company") and its affiliates (referred to collectively as "Xyla" "us," "we" and "our") that are intended for use by healthcare professionals, which we refer to as the "Xyla Inc.," including the personalized information and services that meet the needs and interests of users of the Xyla Inc. such as medical news, reference content, clinical tools, applications, sponsored programs, advertising, email communications, continuing medical education, market research opportunities and discussion forums (collectively, the "Services"). You will always be able to view the most current version of these Terms by clicking on the Terms of Use link at the bottom of any page of a Xyla Inc. property. Note that these Terms do not apply to our properties and services that display a link to different terms of use. In the event that we expand Xyla Inc. through our acquisition of another company and/or its properties, that company may operate its properties subject to its own terms of use accessible via a link on such properties until we integrate its practices with ours, at which point a link to these Terms will be displayed on its properties. By using the Services, you agree to these Terms, whether or not you are a registered member of the Company's OpenEvidence Platform. These Terms govern your use of the Services and create a binding legal agreement that we may enforce against you in the event of a violation.

If you do not agree to all of these Terms of Use, do not use the Services!

## Account Registration

You must register an account with Xyla Inc. to access all of the Services. Registration requires you to provide us with your name, email address, profession, specialty and other information specified in the registration form ("Registration Information"), and to select a username and password that will be associated with your account. You agree that your Registration Information is true, accurate, current, and complete, and you will promptly update your Registration Information as necessary so that it continues to be true, accurate, current and complete. We may attempt to verify the accuracy of the Registration Information that you have provided and update it as necessary. You are solely responsible for maintaining the confidentiality and security of your Xyla Inc. account username and password and you may not permit another person to use your username and password to access the Services. You are responsible for all activity that occurs under your account. If you believe that the security of your account information has been compromised, you should immediately change your username and password through the account settings feature or notify us and we will assist you. We shall have no liability for any unauthorized access to or use of your account information.

#### Use of the Services

OpenEvidence is an experimental technology demonstrator. OpenEvidence does not provide medical advice, diagnosis or treatment. User questions and other inputs on OpenEvidence are not covered by HIPAA. It is the responsibility of the user to ensure questions do not contain protected health information (PHI) or any information that violates the privacy of any person. The Services are intended for physicians and other healthcare professionals. By using the Services, you represent and warrant that you have the right, authority, and capacity to agree to and abide by these Terms and that you are not prohibited from using the Services or any portion thereof.

The information and tools that we make available through the Services are provided for educational and informational purposes only. While we hope you find the Services useful to you as a healthcare professional, they are in no way intended to serve as a diagnostic service or platform, to provide certainty with respect to a diagnosis, to recommend a particular product or therapy or to otherwise substitute for the clinical judgment of a qualified

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healthcare professional. You agree that you will not use the Services with the intention of creating any kind of physician/patient relationship, e.g., to diagnose or treat users. You are solely responsible for evaluating the information obtained from the Services and for your use or misuse of such information in connection with your treatment decisions or otherwise. You agree that you shall be solely responsible for your compliance with all laws and standards of professional practice applicable to you and the practice of medicine or other relevant health profession.

The clinical decision support use of openevidence.com is an AI experiment for personal use only, and the Terms do not under any circumstances confer an institutional license or a license to the clinical decision support use of OpenEvidence in an institutional clinical setting.

Notwithstanding anything stated herein, you may be subject to certain obligations and responsibilities associated with the jurisdiction in which you practice medicine or another health profession. We make no representation or warranty as to the legal compliance of the Services or the Xyla or OpenEvidence Content and you are solely responsible for compliance with the laws of your jurisdiction, with respect to your use and misuse of the Services and the Xyla or OpenEvidence Content. We reserve the right, at any time in our sole discretion, to limit the availability and accessibility of the Xyla Inc., the Services and the Xyla or OpenEvidence Content to any person, geographic area or jurisdiction we so desire.

If you are a consumer who chooses to access the professional-level information made available through the Services, you should not rely on that information as professional medical advice or use the Services as a replacement for any relationship with your physician or other qualified healthcare professional. For medical concerns, including decisions about medications and other treatments, consumers should always consult their physician or, in serious cases, seek immediate assistance from emergency medical personnel.

Subject to your compliance with these Terms, you are granted a limited, non-exclusive, non-transferable and non-sublicensable license to use the Services and to view the information and materials made available through the Services, including User Content, as defined below, ("Xyla or OpenEvidence Content") solely for your personal and professional use. You shall not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services, Xyla Or OpenEvidence Content, or Xyla Inc. properties, except as expressly permitted in these Terms. All rights not expressly granted herein are reserved by us and our respective licensors, as applicable.

Xyla or OpenEvidence.com may contain links to third-party websites or resources which are not part of Xyla Inc..

You agree that we are not responsible or liable for these websites and resources including, without limitation, their availability or the content and information that they provide. The inclusion in Xyla Inc. of third party resources, including links to third party websites, does not imply our endorsement of these resources.

You agree that you will not engage in any of the following activities in connection with your use of the Services:

- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services;
- Use, display, mirror or frame a Xyla or OpenEvidence Site or OpenEvidence App, or any component thereof, or Xyla Inc. or OpenEvidence's trademark, logo or other proprietary information, without the written consent of Xyla Inc. or OpenEvidence, as applicable;
- Remove any copyright, trademark or other proprietary rights notices contained within the Xyla Inc., including those of Xyla Inc. or OpenEvidence and any of their respective licensors;
- 4. Infringe or use any of our brands, logos trademarks or other proprietary marks in any business name, email, URL or other context unless expressly approved in writing by Xyla Inc. or OpenEvidence, as applicable;
- 5. Attempt to circumvent any protective technological measure associated with the Services;
- 6. Attempt to access or search any Xyla Inc. properties or any content contained therein through the use of any engine, software, tool, agent, device or mechanism (including scripts, bots, spiders, scraper, crawlers, data mining tools or the like) other than through software generally available through web browsers;
- 7. Post, upload, transmit or otherwise distribute chain letters, pyramid schemes, advertising or spam;
- 8. Impersonate or misrepresent your affiliation with another person or entity;
- 9. Harvest or otherwise collect information about others, including email addresses;
- 10. Interfere with or disrupt any of the Services or the associated computer or technical delivery systems;
- 11. Interfere with, or attempt to interfere with, the access of any user, host or network, including, without

limitation, sending a virus, overloading, flooding, spamming, or mail-bombing a Xyla Inc. or OpenEvidence Site or a OpenEvidence App;

- 12. Fail to respect another user's privacy. This includes revealing another user's password, phone number, address, instant messenger I.D. or address or any other personally identifiable information; or
- 13. Use any Xyla Inc. property, the Services or any OpenEvidence Content in any manner not permitted by these Terms.

We may (but are not obligated to) do any or all of the following without notice:

- 1. Record or pre-screen User Content submissions to public areas within the Xyla Inc.;
- Investigate your use of the Services as we deem appropriate to comply with any applicable law, regulation, government request or legal process;
- 3. Remove User Content which we believe does not comply with these Terms of Use;
- 4. Terminate your access to the Xyla Inc. upon our determination that you have violated these Terms of Use; and
- We may collect, use, transfer, sell, and disclose non personal information and customer usage data for any purpose including commercial uses.
- 6. Edit OpenEvidence Content.

## Information that you Make Available through the Services

Certain Services enable users to submit content which may include, without limitation, text, images, photographs, figures, charts, graphics, reports, data and sound ("User Content"). User Content does not include Registration Information. When you submit User Content through the Services you automatically grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid up, transferable, sub-licensable (through multiple tiers) license to distribute, transmit, copy, host, publicly display and perform, excerpt, index, tag, modify, adapt, sell, create derivative works from, and otherwise use and exploit such User Content in any media, form or format now known or hereafter developed, both within and outside of the Xyla Inc. for any purpose that is consistent with the OpenEvidence Privacy Policy. You agree that you are solely responsible for all User Content that you submit through the Services. You represent and warrant that you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases that are necessary to grant to us the rights in such User Content as specified in these Terms.

You are solely responsible for ensuring that the User Content that you make available through the Services complies with applicable laws including, without limitation, those relating to privacy, and also best clinical and ethical practices. Prior to submitting any User Content to the Services, you must remove any information that identifies an individual or could reasonably enable the identification of an individual, e.g., name, e-mail address, social security number, insurance number or other unique identification number, biometric identifiers, facial photographs, photographs of identifying marks such as tattoos or scars. You shall be solely responsible for any claims arising from your failure to de-identify User Content that you submit through the Services.

You agree that you will not use the Services to make available User Content that:

- 1. you do not have the right to make available under any contractual or fiduciary agreement or law;
- infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
- results in the violation of any applicable law or regulation, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) or any other applicable privacy laws;
- 4. is unlawful, harmful, obscene, defamatory, threatening, harassing, abusive, slanderous, offensive, or embarrassing to any other person or entity;
- 5. promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
- 6. promotes illegal activity;
- 7. is fraudulent, false, misleading or deceptive;
- constitutes an advertisement or solicitation of business; or
- contains viruses or other harmful computer code designed to interrupt, destroy or limit the use of any computer software or hardware.

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The following provisions apply to all OpenEvidence User Data made available via the Licensed Agreement from Xyla Inc. and OpenEvidence to Any Third Party hereafter known as "the Licensee."

OpenEvidence is an AI experiment for personal use only, and the Terms do not under any circumstances confer an institutional license or a license to the clinical decision support use of OpenEvidence in an institutional clinical setting.

OpenEvidence also collects non-personal information and data though we do so in a form that does not permit any direct association with any specific individual. We may collect, use, transfer, sell and disclose non-personal information for any purpose. For instance, when you use our service we may collect data from the prompts you ask OpenEvidence and the interactions you have with our service. We collect such data so we can better understand our customers' behavior and the use of our product but we may also sell this data to Licensed Third Parties. We may disclose, distribute, transfer and sell such data that we collect or in connection with customers' use, provided we do not disclose personal information of our users to those same third parties.

Licensee shall have permission to have access to Xyla's Inc and OpenEvidence User Data under the Licensed Agreement. The purpose of this Agreement is to provide user information on customers who would potentially like to receive similar products as Ask OpenEvidence or related products and services.

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Licensee shall not use or permit anyone to use the OpenEvidence User Data for any unlawful or unauthorized purpose. The OpenEvidence User Data are being provided for Licensee's business use only and Licensee is not authorized or permitted to distribute or otherwise furnish such information or software to any third-party without prior written approval of Xyla Inc and OpenEvidence.

Access to the OpenEvidence User Data is subject to termination in the event that any agreement between Xyla Inc and OpenEvidence and their users terminates for any reason.

The Licensee agrees and acknowledges that OpenEvidence User Data in the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, respective owners, and that no proprietary rights are being transferred to the Licensee in such materials or in any of the information contained therein. The Licensee agrees that misappropriation or misuse of such materials will cause serious damage to OpenEvidence User third parties, and that in such event money damages may not constitute sufficient compensation to third parties; consequently, the Licensee agrees that in the event of any misappropriation or misuse, third parties, shall have the right to obtain injunctive relief in addition to any other legal or financial remedies.

#### NO MEDICAL ADVICE

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## **Privacy Policy**

The Xyla Inc. <u>Privacy Policy</u> provides information about our collection, use and disclosure of information about users of the Services. By accessing and using the Services, you agree to the terms of the Privacy Policy and acknowledge and agree that the Privacy Policy forms an integral part of these Terms.

## **Dealing with Third Parties**

Your correspondence or business dealings with, or participation in promotions of, advertisers or other third parties found on or through the Services, including requests for and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the introduction of such third parties through the Services.

## Laws that Govern this Agreement

We control those components of the Services made available through our respective websites from our offices within the state of Massachusetts in the United States of America. By accessing the Services, you agree that the statutes and laws of the state of Massachusetts, without regard to choice of laws principles, will apply to all matters relating to use of the Services.

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You agree that we may, under certain circumstances and without prior notice, discontinue, temporarily or permanently, the Services (or any part thereof) or eliminate your account and remove any User Content that you have made available through the Services, with or without notice, for any of the following reasons (which are not intended to be exclusive): (a) breaches or violations of these Terms or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you, (d) discontinuance or material modification to the Services (or any part thereof), (e) technical or security issues or problems, (f) extended periods of inactivity, and/or (g) your engagement in fraudulent or illegal activities. You agree that all terminations for cause shall be made at our sole discretion, and we shall not be liable to you or any third party for any termination of your account or access to the Services.

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## Liability

In no event will any of us or our respective directors, officers, employees, contractors, agents, sponsors, licensors or any other person or entity involved in creating, developing or delivering the Xyla Inc., the Services or the OpenEvidence Content be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) arising out of or in connection with these Terms or from the use of or inability to access or use the Xyla Inc., the Services or the OpenEvidence Content, or from any communications or interactions with other persons with whom you communicate or interact as a result of your use of the Services, whether based on warranty, contract, tort, or any other legal theory, and whether or not we, our licensors, ours suppliers, or any third parties mentioned with the Services are advised of the possibility of such damages. We, our licensors, our suppliers, or any third parties mentioned within the Services are not liable for any personal injury, including death, caused by your use or misuse of the Services or any information provided through the Services. Any claims arising in connection with your use of the Services must be brought within one (1) year of the date of the event giving rise to such action occurred. Remedies under these Terms are exclusive and are limited to those expressly provided for in these Terms. The limitations of damages set forth above are fundamental elements of the basis of the bargain between us and you.

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## Indemnity

You agree to defend, indemnify, and hold each of us and our respective officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your access to or use of Xyla Inc., OpenEvidence Services and the OpenEvidence Content or your violation of these Terms.

## Notice and Take Down Procedures and Copyright Agent

If you believe in good faith any materials within the Xyla Inc. infringe your copyright, you may request removal of those materials (or access thereto) by contacting our copyright agent (identified below) and providing the following information:

- Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where
  possible include a copy or the location (e.g., URL) of an authorized version of the work.
- Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
- 3. Your name, address, telephone number and (if available) e-mail address.
- 4. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
- 5. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
- 6. A signature or the electronic equivalent from the copyright holder or authorized representative.

Our agent for copyright issues relating to this web site is as follows:

Xyla Inc.
Attn: Designated Copyright Agent
245 Main Street
Cambridge, MA
02142
copyright@xyla.com

Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements specified above shall not be considered sufficient notice and shall not be deemed to confer upon us actual knowledge of facts or circumstances from which infringing material or acts are evident. We may terminate the account of any user who we determine is a repeat infringer.

#### Modifications

We reserve the right, at our sole discretion, to modify, discontinue or terminate any of the Services, the

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openizordence Content or these Terms, at any time and without prior notice. If we modify these Terms in a material way, we will provide notice of such modification within the Xyla Inc.. By continuing to access or use the Services after we have modified these Terms, you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, you agree to immediately stop using Xyla Inc., OpenEvidence and the Services provided.

## **Complete Agreement**

Except as expressly provided in a particular "legal notice" on the website, these Terms (including the Xyla Inc. <u>Privacy Policy</u>) constitute the entire agreement between you, Xyla Inc. and OpenEvidence with respect to your use (and prior use) of Xyla Inc. and the associated Services and OpenEvidence Content.

These Terms constitute the entire and exclusive understanding and agreement between Xyla Inc., OpenEvidence and you regarding Xyla Inc. Platform and the OpenEvidence Services and these Terms supersede and replace any and all prior oral or written understandings or agreements between Xyla, OpenEvidence and you regarding Xyla Inc. and the Services provided.

## **Assignment**

You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. We may assign or transfer these Terms, at our sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. Further, any of us may exercise the rights described in these Terms.

#### **Notices**

Any notices or other communications permitted or required hereunder, including those regarding material modifications to these Terms, will be in a written form and given: (i) by us via email (in each case to the email address included in your Registration Information); or (ii) by posting within the Xyla Inc. Platform. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

#### No Waiver

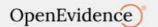
Our failure to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

#### Survival

All provisions of these Terms shall survive termination of your Xyla Inc. account except for your license to access and use the Services and the Xyla Platform.

#### Contact Us

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